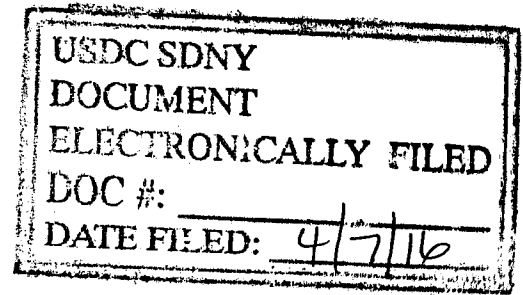


RECEIVED  
APR - 6 2016  
JOAN DURKIN  
1100 WINDERMERE COURT  
COLLEYVILLE, TEXAS 76034



March 28, 2016

CLERK OF  
COURT  
JUDGE SIDNEY H. STEIN

CMRRR

Clerk of Court  
Daniel Patrick Moynihan United States Courthouse  
500 Pearl St.  
New York, NY 10007-1312

Re: 07-CV-9227

To Whom It May Concern:

I am resending my objection (enclosed). I originally mailed it February 29<sup>th</sup> but it is still not showing up online so I am resending it. Please file immediately.

Yours,

Joan Durkin

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

CHRISTINE RODRIGUEZ, SANDRA  
BURGA, KAREN MALAK, JAMES  
TORTORA, LISA BRUNO, JANEEN  
CAMERON, KAREN McBRIDE,  
ANDREW WOOLF, and BRAD  
BERKOWITZ, individually, and for all  
others similarly situated,

Plaintiffs,

-against-

IT'S JUST LUNCH INTERNATIONAL,  
IT'S JUST LUNCH, INC., HARRY and  
SALLY, INC, RIVERSIDE COMPANY,  
LOREN SCHLACHET, IJL NEW YORK  
CITY FRANCHISE, IJL ORANGE  
COUNTY FRANCHISE, IJL CHICAGO  
FRANCHISE, IJL PALM BEACH  
FRANCHISE, IJL DENVER FRANCHISE,  
IJL AUSTIN FRANCHISE, IJL LOS  
ANGELES-CENTURY CITY FRANCHISE,  
and DOES 1-136,

Defendants.

Index No.: 07-CV-9227 (SHS)(SN)

OBJECTION

Movant objects to the settlement and in support thereof would show the following.

The public policy basis for class actions includes that the defendant will cease objectionable conduct. The Dallas franchisee that I dealt with in 2013 I was not materially dissatisfied with. However in January of 2016 (before the cut off date) the Defendant in your class action, under their latest corporate reincarnation engaged in the exact objectionable language alleged in your suit. They make promises to screen applicants but screening is limited to *did the payment clear* and *do they have a pulse*. They failed to give the consumer the required 3 day notice of right to rescission as required in Texas. They told the consumer that there is a payment plan then charged my card for the full payment. They failed to disclose that they were not even located in this state anymore and that they did not have authority to do business in this state. Yet they refuse to honor the cancellation/rescission and they refuse to provide a refund.

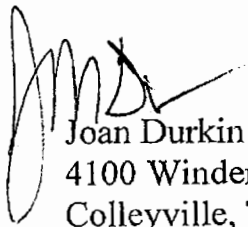
In any event, the Plaintiffs are out money and have been subjected to bogus matchmaking services, so subjecting them to yet another bogus match is mind boggling. Rather this settlement is a marketing boon for the Defendant who gets to use the "free date" as a segue to market to these former clients. Meanwhile the

Plaintiffs who are out \$1000-\$2500 each get no money but the attorneys get \$10,000 per Plaintiff! That is outrageous.

The Plaintiff's should get their money back on at least a pro rata basis and the legal fees should be reduced accordingly. The Defendant should not be given carte blanche to use their former wrongdoing as an opening to market to former clients. This does not seem to be in the best interest of the Plaintiffs. Moreover there is nothing that outlines what changes the Defendant is to make regarding their marketing (they should agree to three day rescission even if not required by state law); screening questions (such as asking about number of prior marriages, kids, ages, criminal background, past bankruptcy, etc.); verification process (such as background checks, credit checks) and staff qualifications to be a matchmaker. Without specific measurable changes this is nothing more than a windfall for Plaintiffs counsel.

I will not be present at the fairness hearing individually or by separate counsel on either my 2013 or 2016 claims.

Respectfully Submitted,



Joan Durkin  
4100 Windermere Court  
Colleyville, Texas 76034  
(817) 368-2291

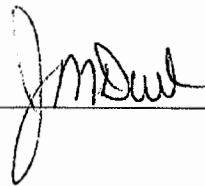
Joan\_durkin@yahoo.com  
PRO SE

CERTIFICATE OF SERVICE

Mailed this 2/26/16 to:

Peter Shapiro  
Lewis Brisbois Bisgaard & Smith LLP  
77 Water Street, Suite 2100  
New York, NY 10005

Balestriere Fariello  
It's Just Lunch Class Action  
225 Broadway, 29th Floor  
New York, NY 10007



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